

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 02-167**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**180 H.P. CLASS ARTICULATED FRAME
FOUR-WHEEL DRIVE LOADER
(SOLID WASTE OPERATIONS)**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday July 31, 2002** in the office of the Purchasing Agent, 440 South 8 Street, Suite 200, (K Street Complex), Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified above.

EQUIPMENT SPECIFICATIONS

180 H.P. CLASS ARTICULATED FRAME FOUR-WHEEL DRIVE LOADER

1 **Application**

- 1.1 The equipment shall be utilized in the City of Lincoln's Solid Waste Operations Composting Facility performing a variety of functions, including construction of yard waste compost windrows, transfer of materials from stockpiles to windrows, and loading trucks and trailers with woodchips and finished compost, stockpiling materials, and brush handling operations.
- 1.2 Equipment shall be designed for use in woodchipping, yard waste composting, municipal solid waste disposal and transfer, and light material handling applications and shall be fully equipped with options and modifications normally offered by the manufacturer specifically for this described application.
- 1.3 Equipment shall be operated on a asphalt surfaced composting pad with a high frequency of tight turns and long travel distances both loaded and unloaded.
- 1.4 Visibility, ergonomical operator controls, cab space and comfort, equipment productivity and equipment maneuverability are imperative features in this application due to confined work spaces, operation near customer traffic, high volume of material handling requirements, and length of operating days.
- 1.5 Equipment operates in ambient temperature ranges from - 30 degrees to + 115 degrees and in an environment with significant amounts of fine dust and organic particles.
- 1.6 Equipment shall average 5.5 hours per day, 365 days per year in the described application(s).
- 1.7 Equipment shall replace one of two existing 180 HP, articulated front-end loaders currently in use in the City of Lincoln's yard waste composting operation.
Equipment shall offer interchangeability and compatibility with attachments currently owned and in use for the intended application.

2 **Model**

- 2.1 The equipment furnished under these specifications shall be new, of the latest improved model in current year production as offered for commercial applications.
- 2.2 Example Model: John Deere 644H, with Waste Handler features as specified.
- 2.3 Example models are listed to show the type and class of equipment desired.
- 2.4 Bidders are cautioned to read the specifications carefully as they may include special requirements not commonly offered by the above manufacturers.

3 **Performance**

- 3.1 Equipment shall be designed to operate in extremely dusty environments without cooling related problems and without the need for frequent cooling system maintenance and cleaning.
- 3.2 Equipment shall be designed to operate without damage to hoses and cylinders, and power train components from handling brush and limbs.
- 3.3 Equipment shall be designed to prevent fires caused by sparks or ignition of loose organic materials around engine compartments or drive lines.

- 3.4 Equipment shall be designed to prevent damage to power train components and excessive tire wear expected from operating on hard surfaces with tight turns under loaded conditions.
- 3.5 Equipment attachment (bucket) offered shall be compatible with existing Rybind quick coupler, locking pin system.
- 3.6 The equipment offered shall be compatible with existing Rybind loader attachments.

4 Instructions to Bidders (Supplemental)

- 4.1 Refer to Instruction to Bidders.
- 4.2 Bidders shall submit a completed response to the technical equipment specifications with full explanation of "NO" responses submitted on separate company letterhead.
- 4.3 A complete bid submittal shall include the following:
 - 4.3.1 A copy of these specifications with compliance/non-compliance identified by circling "YES" or "NO", and all additional information provided where requested in the Technical Specifications.
 - 4.3.2 Manufacturer's literature fully describing the specified features.
 - 4.3.3 Complete details of warranties.
 - 4.3.4 A list of references as specified in Section 5 of these Specifications.
- 4.4 Alternate bids which are not in compliance with the technical equipment specifications shall be given consideration provided such equipment is suitable for use in the intended application and meets all necessary performance requirements.
- 4.5 Bidders offering optional features or services not specified may offer these items by submitting a detailed description of such items and the corresponding additional price on separate company letterhead as part of the Bid Proposal.

5 References and Demonstrations

- 5.1 Bidders shall provide a minimum of five (5) reference contacts currently using the exact equipment model being bid. Please provide contact names, company names, and phone numbers as part of the bid proposal.
- 5.2 Bidders shall provide on-site demonstrations of equipment if requested.

TECHNICAL EQUIPMENT SPECIFICATIONS

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
		6 EQUIPMENT DESCRIPTION
		6.1 Specify manufacturer.
		6.2 Specify model number.
		6.3 Specify production year.
		6.4 Specify net flywheel horsepower at 2,200.
		6.5 Specify engine governed.
		7 PERFORMANCE CRITERIA: Performance specifications are based on equipment as specified and includes fuel, lubricant, counterweight and 175 pound operator, and using specified tires, quick coupler and bucket arrangement.
Yes	No	7.1 Reach, fully raised, 45 degree dump angle, greater than 45 inches.
Yes	No	7.2 Static tipping load, fully articulated position, greater than 23,100 lbs..
Yes	No	7.3 Dump clearance, fully raised, 45 degree dump angle, greater than 112 inches.
Yes	No	7.4 Breakout force as measured by SAE J732 C, greater than 32,700 lbs..
Yes	No	7.5 Operating weight, greater than 35,400 lbs.
Yes	No	7.6 Loader clearance circle, bucket in carry position, less than 43 feet, 6 inches.
Yes	No	7.7 Total bucket cycle time (raise, dump, lower - power down), less than 12.0 seconds.
		8 ENGINE AND RELATED EQUIPMENT
Yes	No	8.1 Six cylinder <u>minimum that meets E.P.A. Tier II</u> Emission Standards
Yes	No	8.2 180 HP (net flywheel) <u>minimum</u> at 2,200 rpms (determined at SAE standard conditions with all accessories).
Yes	No	8.3 Diesel powered.
Yes	No	8.4 Water cooled.
Yes	No	8.5 Engine governed.
Yes	No	8.6 Ignition key for electrical start / stop.
Yes	No	8.7 Dry-type dual stage air cleaner.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	8.8 Turbo II pre-cleaner.
Yes	No	8.9 Restriction indicator for service.
Yes	No	8.10 Full flow, spin-on, throw away oil filter(s).
Yes	No	8.11 Engine oil cooler.
Yes	No	8.12 Antifreeze protection to -30 degrees Fahrenheit, extended life type coolant.
Yes	No	8.13 Fuel filter and water separator.
Yes	No	8.14 Fuel priming pump.
Yes	No	8.15 Spark - arresting muffler, under hood.
Yes	No	8.16 Bent elbow vertical exhaust stack, cab height.
Yes	No	8.17 Cold weather starting aid, ether assist with cartridge.
Yes	No	8.18 110 volt, 1,000 watts AC engine block heater, minimum.
Yes	No	8.19 Engine block heater with male receptacle and cover conveniently located (accessed from ground level) in a manner that does not require engine enclosure(s) to be open when in use.
Yes	No	8.20 Latching engine enclosure side panels (both sides).
		9 COOLING SYSTEM
Yes	No	9.1 Hydraulically operated, automatically reversing fan.
Yes	No	9.2 Cab mounted switch for operator over-ride of fan function.
Yes	No	9.3 Radiator and oil coolers fully accessible for cleaning with high pressure air or water from ground level.
Yes	No	9.4 Rubber baffle to eliminate suction of fine dust into engine compartment.
Yes	No	9.5 Perforated side and rear top panels for improved air flow.
		10 ELECTRICAL
Yes	No	10.1 Master electrical disconnect switch.
Yes	No	10.2 24 volt electrical system.
Yes	No	10.3 Circuit breaker and fuse protected.
Yes	No	10.4 Batteries, dual, 12 volt, maintenance free, 750 CCA, 150 minute reserve capacity, minimum.
Yes	No	10.5 Batteries guarded and located for ground level access.
Yes	No	10.6 Starter, direct electric, 24 volt.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	10.7 Alternator, high capacity, 70 amp minimum.
Yes	No	10.8 Fused electrical lead, powered by ignition key switch for connection to owner installed 24 volt to 12 volt , 20 amp converter used for mobile communications radio.
		11 TRANSMISSION
Yes	No	11.1 Four (4) wheel drive.
Yes	No	11.2 Power shift, with torque converter.
Yes	No	11.3 Four (4) speeds forward, minimum.
Yes	No	11.4 Three (3) speeds reverse, minimum.
Yes	No	11.5 Forward travel speed, 20 mph minimum.
Yes	No	11.6 Capable of smooth speed and directional changes under any power condition without causing damage to power train components.
Yes	No	11.7 Automatic shift capability in all gear ranges.
Yes	No	11.8 Operator selectable manual shift capability.
Yes	No	11.9 Transmission 'kick down' or 'quick shift' feature.
Yes	No	11.10 Single - lever control for both speed and direction changes.
		12 AXLES, DIFFERENTIALS AND FINAL DRIVES
Yes	No	12.1 Fixed front axle.
Yes	No	12.2 Rear axle oscillation, 9 degrees, minimum.
Yes	No	12.3 Conventional type differential, front and rear.
Yes	No	12.4 Hydraulic locking front and rear differential, manually operated.
Yes	No	12.5 Planetary reduction final drives, inboard mounted, all wheels.
		13 BRAKES
Yes	No	13.1 Spring applied, hydraulically released parking brake.
Yes	No	13.2 Four (4) wheel, hydraulically actuated, wet disc, self adjusting or maintenance free, service brakes.
Yes	No	13.3 Dual pedal braking system: right pedal functions as service brakes only and left pedal functions as a transmission neutralizer and as service brakes.
		14 STEERING
Yes	No	14.1 Center pivoting, frame articulation.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	14.2 Frame articulation, 80 degree minimum, 40 degrees each direction.
Yes	No	14.3 Fully hydraulic, power assisted steering system at all operating RPM ranges, including idle.
Yes	No	14.4 Articulation safety locking bar.
		15 TIRES AND WHEELS
Yes	No	15.1 One (1) spare wheel and tire included.
Yes	No	15.2 Split rim wheel construction.
Yes	No	15.3 Michelin 625/70R25, XLD70-1, L3, low profile tires, all five, (no exceptions).
		16 HYDRAULIC SYSTEM
Yes	No	16.1 Fully sealed, closed center, pressure compensating / load sensing system.
Yes	No	16.2 Full flow filtering with spin - on type filter(s).
Yes	No	16.3 Pressure relief valve, 3600 PSI, maximum.
Yes	No	16.4 Hydraulic system oil cooler.
Yes	No	16.5 Hydraulic reservoir sight gauge.
Yes	No	16.6 Hydraulic lever lock-out feature.
		17 HYDRAULIC FUNCTION CONTROLS.
Yes	No	17.1 Three (3) function hydraulic valve with single lever joystick control for boom functions and auxiliary lever for third function, compatible with owner's existing bucket/grapple attachment functions.
Yes	No	17.2 Automatic boom height control, adjustable.
Yes	No	17.3 Automatic bucket return-to-dig control, adjustable.
Yes	No	17.4 Automatic boom return-to-carry / travel control, adjustable.
Yes	No	17.5 Ride control feature to automatically dampen boom load during travel.
Yes	No	17.6 Lift (boom) circuit features, raise, lower, float, or hold.
Yes	No	17.7 Tilt (bucket) circuit features, roll / tilt back, dump or hold.
		18 BUCKET AND COUPLER SYSTEM

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	18.1 Rylind quick coupler, locking pin system, Model #LHC 3022 for compatibility with existing equipment, no exceptions.
Yes	No	18.2 Hydraulic control system for quick coupler locking pins (includes all cab controls, lines and valves).
Yes	No	18.3 Remote hydraulic lines shall be routed to lower portion of right side boom arm and terminate with quick coupling hydraulic adapters, fixed at cross tubes, compatible with existing bucket / grapple.
Yes	No	18.4 Rylind, light material bucket , general purpose design with bolt on reversible cutting edge, 5.25 cubic yard (SAE rated, nominally heaped).
Yes	No	18.5 Spill guard, see thru, on bucket.
		19 LIFT ARM AND LINKAGE
Yes	No	19.1 Linkage, z-bar design.
Yes	No	19.2 Sealed pivot points in lift arms.
Yes	No	19.3 Boom safety locking bar.
		20 CAB AND RELATED EQUIPMENT
Yes	No	20.1 Steel construction ROPS / FOPS structure (canopy).
Yes	No	20.2 ROPS / FOPS structure integral with cab.
Yes	No	20.3 ROPS conforms to SAE J1040 APR 88.
Yes	No	20.4 FOPS conforms to SAE J231 JAN 81.
Yes	No	20.5 ROPS / FOPS structure and cab mounted in a manner to provide noise / vibration reduction.
Yes	No	20.6 Cab environment fully enclosed and sealed to outside environment.
Yes	No	20.7 Cab environment fully sound suppressed and insulated.
Yes	No	20.8 Cab environment sound suppression meets OSHA requirements for operator sound exposure in effect at time of equipment manufacture.
Yes	No	20.9 Cab environment pressurized (positive), air filtering.
Yes	No	20.10 Factory installed air conditioning designed to maintain a 35 degree difference between outside ambient air and inside cab temperature for ambient temperature ranges up to + 115 degrees. .
Yes	No	20.11 Factory installed heater.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	20.12 Factory installed front and rear window defroster.
Yes	No	20.13 Tinted safety glass throughout.
Yes	No	20.14 Front and rear windshield washers and wipers with two (2) speeds and intermittent control.
Yes	No	20.15 Key locking door latch(s).
Yes	No	20.16 Dual inside rear vision mirrors, adjustable, mounted forward of operator.
Yes	No	20.17 Dual exterior mounted rear vision mirrors, 'west coast type', adjustable.
Yes	No	20.18 Heavy-duty rubber floor covering.
Yes	No	20.19 Door(s) and window(s) latch in open position.
Yes	No	20.20 Cab interior light.
Yes	No	20.21 Instrument panel lighting.
Yes	No	20.22 Anti-glare window strip and / or sun visor.
Yes	No	20.23 Adjustable tilt steering column.
Yes	No	20.24 Horn, electrical.
Yes	No	20.25 Reverse warning / back up alarm, audible.
Yes	No	20.26 AM / FM stereo radio, 24 volt, auto tuning, factory installed.
Yes	No	20.27 Operator's seat.
Yes	No	20.27.1 Adjustable for height-weight.
Yes	No	20.27.2 Adjustable for fore / aft position.
Yes	No	20.27.3 Cloth covered, with deep foam.
Yes	No	20.27.4 High back.
Yes	No	20.27.5 Seat back adjustable for tilt.
Yes	No	20.27.6 Armrests, stowable in up position.
Yes	No	20.27.7 Specify arm rest adjustments (up / down, forward / backward, both or none). _____ _____ _____ _____
Yes	No	20.27.8 Seat suspension, air.
Yes	No	20.27.9 Three (3) inch webbed lap seat belt width, minimum.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	20.27.10 Seat belt retractable.
Yes	No	20.28 Fenders, front and rear.
Yes	No	20.29 Flexible cab entry steps.
Yes	No	20.30 Handholds and steps, ergonomically located and slip resistant.
Yes	No	20.31 Convenience platform at cab door(s).
Yes	No	20.32 Platform, handholds and steps to access rear window area.
		21 INSTRUMENTS, GAUGES, METERS AND SYSTEM FAILURE WARNINGS.
Yes	No	21.1 Engine hour meter.
Yes	No	21.2 Engine RPM's.
Yes	No	21.3 Engine oil pressure, gauge and audible alarm.
Yes	No	21.4 Engine coolant temperature, gauge and audible alarm.
Yes	No	21.5 Transmission and / or torque converter oil temperature, gauge and audible alarm.
Yes	No	21.6 Transmission filter restriction, audible alarm.
Yes	No	21.7 Hydraulic oil temperature, gauge and audible alarm.
Yes	No	21.8 Hydraulic filter restriction or low fluid lever, audible alarm.
Yes	No	21.9 Service braking system pressure (hydraulic), audible alarm.
Yes	No	21.10 Parking brake activated, audible alarm.
Yes	No	21.11 Battery charge indicator.
Yes	No	21.12 Fuel level indicator.
		22 LIGHTING
Yes	No	22.1 Stop and tail lights.
Yes	No	22.2 Turn signals and flashers, both front and rear.
Yes	No	22.3 Work lights, 2 front and 2 rear.
Yes	No	22.4 Driving lights (headlights), guarded, front of cab.
Yes	No	22.5 Rotating safety beacon, cab roof mounted, activated by switch and wiring integral to instrument panel.
		23 SPECIAL FEATURES.
Yes	No	23.1 Waste handling features:
Yes	No	23.1.1 Hydraulically operated bottom frame / chassis guarding.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	23.1.2 Transmission guarding, all exposed sides.
Yes	No	23.1.3 Fuel tank guarding.
Yes	No	23.2 Factory installed 'environmental' drain system for hydraulic, engine and transmission fluids designed to prevent spillage and dealer modified to be compatible with owner's existing oil removal system.
Yes	No	23.3 Fluid drains and fluid filters accessible without removal of any specified equipment guarding features.
Yes	No	23.4 Centralized grease banks in articulation area for difficult to access grease points.
Yes	No	23.5 Fixed drawbar, with locking drop pin.
Yes	No	23.6 Maximum allowable rear counter weights as recommended by manufacturer.
		23.6.1 Specify rear counter weight, in pounds.
		24 MANUALS
Yes	No	24.1 Two (2) complete service manuals.
Yes	No	24.2 Two (2) complete parts manuals.
Yes	No	24.3 Three (3) complete operators manuals (one for equipment and two for additional reference requirements).
		25 PAINT
Yes	No	25.1 Two (2) coats primer paint.
Yes	No	25.2 One (1) coat manufacturers standard paint color.
		26 WARRANTY REQUIREMENTS
Yes	No	26.1 The successful bidder shall provide a full machine warranty for a period on not less than one (1) year from the date of acceptance.
Yes	No	26.2 The successful bidder shall provide an extended power train and hydraulic system warranty for a period of not less than five (5) years from the date of acceptance or 7,500 hours of operation as recorded by the engine hour meter.
Yes	No	26.3 Complete details of full machine warranty and extended power train warranty must accompany bid.
Yes	No	26.4 Service and Repair Performance requirements as specified Section 27 of these specifications shall be in effect during all warranty periods.
		27 SERVICE AND REPAIR PERFORMANCE

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	27.1 The following shall constitute, in effect, a service contract between the City of Lincoln and the Seller and shall remain in effect throughout all standard and extended warranty periods.
Yes	No	27.1.1 The Seller warrants that all service and repair work will be performed by certified mechanics experienced in the operation and maintenance of such equipment.
Yes	No	27.1.2 All repair and service work shall be performed by a factory authorized dealer.
Yes	No	27.2 The equipment shall be completely serviced and inspected by the Seller prior to delivery to insure compliance with the attached specifications.
Yes	No	27.3 Upon delivery to the Solid Waste Operation, the equipment shall be ready for immediate operation.
Yes	No	27.4 The Seller shall provide all manufacturer's recommended equipment training to be not less than four (4) hours, but shall not exceed eight (8) hours.
Yes	No	27.4.1 Scheduling shall be at the discretion of the City of Lincoln.
Yes	No	27.4.2 Related training should include, but not be limited to, equipment schedules, preventive maintenance procedures, equipment servicing procedures, and equipment productivity and efficiency.
Yes	No	27.5 The Seller shall assist the City of Lincoln in developing a preventive maintenance schedule for the equipment and shall provide to the City of Lincoln, upon request, recommendations and cost estimates for major equipment repairs.
Yes	No	27.6 To every extent possible, warranty repairs and repairs purchased from the Seller shall be performed on site at the Solid Waste Operation's maintenance facility.
Yes	No	27.6.1 In the event repairs are requested from the Seller, the Seller shall warrant that the equipment is to be placed back into service within twenty-four (24) hours after the request is made for repairs performed at the Solid Waste Operation's maintenance facility.

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	27.6.2 If certain major repairs require the removal of the equipment from the Solid Waste Operation facility and such repairs are performed in an alternate facility approved by the City of Lincoln, the Seller shall warrant that the equipment is to be placed back into service within thirty-six (36) hours after the request is made and shall pay all transportation costs to and from the City's facility.
Yes	No	27.6.3 The Seller shall have the ability to provide service and repair work if so requested by the City of Lincoln during weekend, holidays, and nights.
Yes	No	27.6.4 In the event that the Seller cannot comply with these time requirements for repairs, the Seller shall be required to provide equipment suitable for the job application at no additional cost to the City of Lincoln; or pay the City of Lincoln liquidated damages, a sum equal to the daily rental rate for like equipment as normally offered by the Seller for each working day (Monday thru Friday) or part thereof in which the City is without the equipment. The assessment of liquidated damages shall be effective following the expiration of the above time limits and after formal notification by the City of Lincoln to the Seller.
Yes	No	27.7 The Seller shall supply to the City of Lincoln, a parts inventory list on an annual basis beginning with the delivery of the equipment.
Yes	No	27.7.1 Repair or maintenance parts not normally available in the Seller's parts inventory and ordered through the Seller shall be available for pickup within the local Lincoln area, or be delivered to the Solid Waste Operation's facility at no additional cost within twenty-four (24) hours after placing the order (Monday through Friday).

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
Yes	No	27.7.2 In the event that the Seller cannot comply with these time requirements for parts delivery, the Seller shall be required to provide equipment suitable for the job application at no additional cost to the City of Lincoln; or pay the City of Lincoln liquidated damages, a sum equal to the daily rental rate for like equipment as normally offered by the Seller for each working day (Monday thru Friday) or part thereof in which the City is without the equipment. The assessment of liquidated damages shall be effective following the expiration of the above time limits and after formal notification by the City of Lincoln to the Seller.
Yes	No	27.8 The above referenced time requirements shall not apply if any delays beyond those specified in Sections 30.5 and 30.6 are caused by Acts of God, strike, or other reasonable consideration beyond the control of the Seller, or if otherwise waived by the City of Lincoln.
Yes	No	27.9 During periods of extended repairs, service, or rebuilds, the Seller shall have the ability to make available to the City of Lincoln, rental equipment similar in performance as that specified at reasonable and customary rental rates as indicated in the "Rental Rate Blue Book of Construction Equipment".
Yes	No	27.10 The Seller shall be required to inform the City of Lincoln of any changes or modifications to preventive maintenance procedures, normal service procedures, or recalls.
Yes	No	27.11 The Seller shall at the time of delivery inform the City of Lincoln by written correspondence of the manufacturer's standards for lubricant contaminate levels. This shall include frequency of sampling, methods of sampling, "alarm" levels of specific contaminants, and any associated corrective action procedures required. These recommendations shall be in full compliance with any standard or extended warranties.
		28 DELIVERY SCHEDULE
Yes	No	28.1 Delivery of specified equipment, FOB to the City of Lincoln, Solid Waste Operation, requested within sixty (60) days after receipt of order.

COMPANY NAME:_____

PROPOSAL
SPECIFICATION NO.02-167
BID OPENING TIME: 12:00 Noon
DATE: July 31, 2002

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE REQUIREMENTS FOR:

**180 H.P. CLASS ARTICULATED FRAME
FOUR-WHEEL DRIVE LOADER**

BIDDING SCHEDULE:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	180 H.P. Class Articulated Frame Four-Wheel Drive Loader complete with all equipment including standard and extended warranties as specified.	1 ea.	\$_____	\$_____
	MFG. _____	MODEL _____		

Firm Delivery following receipt of order:_____ days

**BID SECURITY REQUIRED IN THE AMOUNT OF FIVE PERCENT (5%) OF TOTAL BID IS
REQUIRED**

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City 's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 02-167

Company Name

By (Signature)

Street Address or PO Box

Print Name

City, State, Zip

Title

Telephone Number

Fax Number

Date

Employer's Federal I.D. No.
OR Social Security Number

Estimated Delivery Days

E-Mail Address

Terms of Payment

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening

directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. BRAND NAMES

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

10. DEMONSTRATIONS/SAMPLES

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 10.2 Such demonstration can be at the City delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

11. DELIVERY

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

12. WARRANTIES, GUARANTEES AND MAINTENANCE

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 12.1.1 Manufacturer's warranties and/or guarantees.
 - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 12.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 12.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any

software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 12.3.3 No Disclaimers: The warranties and representations set forth in this section 12.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

13. ACCEPTANCE OF MATERIAL

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
- 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

14. BID EVALUATION AND AWARD

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

- 14.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

15. INDEMNIFICATION

- 15.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

16. TERMS OF PAYMENT

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

17. LAWS

- 17.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.